

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

NATHEN BARTON.

Plaintiff,

V.

REAL INNOVATION, INC.;
RICHARDSON MARKETING GROUP,
LLC; DERYCK D. RICHARDSON; PETER
REIERSON; and JOHN DOES 1-10,

Defendants.

Case No.: 3:24-cv-5194

**ANSWER AND CROSS-
CLAIMS OF DEFENDANT
REAL INNOVATION, INC.;
AND PETER REIERSON**

ANSWER TO COMPLAINT

Defendants Real Innovation, Inc. and Peter Reierson (“Defendants”) respond to Plaintiff’s Amended Complaint in like numbered paragraphs as follows:

I. INTRODUCTION

1. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary.
2. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary.

- 1 3. This paragraph contains only legal conclusions and does not contain any factual
- 2 allegations alleged toward Defendants; therefore, a response is not necessary.
- 3 4. This paragraph contains only legal conclusions and does not contain any factual
- 4 allegations alleged toward Defendants; therefore, a response is not necessary.
- 5 5. This paragraph contains only legal conclusions and does not contain any factual
- 6 allegations alleged toward Defendants; therefore, a response is not necessary.
- 7 6. This paragraph contains only legal conclusions and does not contain any factual
- 8 allegations alleged toward Defendants; therefore, a response is not necessary.
- 9 7. This paragraph contains only legal conclusions and does not contain any factual
- 10 allegations alleged toward Defendants; therefore, a response is not necessary.
- 11 8. This paragraph contains only legal conclusions and does not contain any factual
- 12 allegations alleged toward Defendants; therefore, a response is not necessary.
- 13 9. This paragraph contains only legal conclusions and does not contain any factual
- 14 allegations alleged toward Defendants; therefore, a response is not necessary.
- 15 10. This paragraph contains only legal conclusions and does not contain any factual
- 16 allegations alleged toward Defendants; therefore, a response is not necessary.
- 17 11. This paragraph contains only legal conclusions and does not contain any factual
- 18 allegations alleged toward Defendants; therefore, a response is not necessary.
- 19 12. This paragraph contains only legal conclusions and does not contain any factual
- 20 allegations alleged toward Defendants; therefore, a response is not necessary.
- 21 13. This paragraph contains only legal conclusions and does not contain any factual
- 22 allegations alleged toward Defendants; therefore, a response is not necessary.
- 23 14. This paragraph contains only legal conclusions and does not contain any factual
- 24 allegations alleged toward Defendants; therefore, a response is not necessary.
- 25 15. This paragraph contains only legal conclusions and does not contain any factual
- 26 allegations alleged toward Defendants; therefore, a response is not necessary.

- 1 16. Defendants lack sufficient knowledge or information sufficient to form a belief about
- 2 the truth of the allegation in this paragraph, and therefore deny.
- 3 17. Admit Real Innovation, Inc. hired Richardson Marketing Group to perform marketing
- 4 services. Deny the remainder of the allegations in this paragraph.
- 5 18. This paragraph contains only legal conclusions and does not contain any factual
- 6 allegations alleged toward Defendants; therefore, a response is not necessary.
- 7 19. This paragraph contains only legal conclusions and does not contain any factual
- 8 allegations alleged toward Defendants; therefore, a response is not necessary.
- 9 20. Deny.
- 10 21. Admit Real Innovation, Inc. hired Richardson Marketing Group to call individuals
- 11 who opted in to receiving telephone calls regarding insurance and admit that the
- 12 August 9 and August 22, 2023, phone calls to Plaintiff were initiated by Defendant
- 13 Richardson Marketing Group. Deny the remainder of the allegations in this paragraph.
- 14 22. Admit Plaintiff emailed Real Innovation on August 11, 2023. Deny the remainder of
- 15 the allegations in this paragraph.
- 16 23. The email speaks for itself.
- 17 24. Real Innovation, Inc. did receive an additional call with Plaintiff on August 22, 2023
- 18 from Richardson Marketing Group where Plaintiff consented to be transferred. Per
- 19 Plaintiff's prior email, Real Innovation, inc. placed him on Real Innovation, Inc.'s "Do
- 20 Not Call" list and had not contacted him but did receive a call where Plaintiff again
- 21 was posing as a prospect consenting to be transferred and then hung up on Real
- 22 Innovation, Inc.'s agent once connected.
- 23 25. Deny. Real Innovation, Inc. received a call from a different marketer in November
- 24 2023. Plaintiff provided written consent weeks prior, in October 2023, and consented
- 25 to be transferred when asked by the marketer at the time of the call.
- 26 26. Defendants lack sufficient knowledge or information sufficient to form a belief about

1 the truth of the allegation in this paragraph, and therefore deny.

2 **II. BASIS FOR JURISDICTION**

3 27. Defendants lack sufficient knowledge or information sufficient to form a belief about

4 the truth of the allegation in this paragraph, and therefore deny.

5 28. Admit jurisdiction with this Court is correct. Deny the remaining allegations in this
6 paragraph.

7 29. Deny Defendants “directed telephone calls to Plaintiff’s phone.” Defendants lack
8 sufficient knowledge or information regarding the remaining allegations in this
9 paragraph sufficient to form a belief about the truth of the allegation in this paragraph,
10 and therefore deny.

11 30. Deny. Real Innovation, Inc. never called Plaintiff. To ensure only agents licensed in the
12 state a consumer requests coverage, it is customary to confirm the state of residence.

13 31. Defendants lack sufficient knowledge or information sufficient to form a belief about
14 the truth of the allegation in this paragraph, and therefore deny.

15 32. Defendants lack sufficient knowledge or information sufficient to form a belief about
16 the truth of the allegation in this paragraph, and therefore deny.

17 33. This paragraph contains only legal conclusions and does not contain any factual
18 allegations alleged toward Defendants; therefore, a response is not necessary.

19 34. This paragraph contains only legal conclusions and does not contain any factual
20 allegations alleged toward Defendants; therefore, a response is not necessary.

21 35. This paragraph contains only legal conclusions and does not contain any factual
22 allegations alleged toward Defendants; therefore, a response is not necessary.

23 36. This paragraph contains only legal conclusions and does not contain any factual
24 allegations alleged toward Defendants; therefore, a response is not necessary.

25 37. Deny.

26 38. This paragraph contains only legal conclusions and does not contain any factual

1 allegations alleged toward Defendants; therefore, a response is not necessary. To the
2 extent a response is necessary, deny.

3 **III. THE PARTIES TO THE LITIGATION**

4 39. Defendants lack sufficient knowledge or information sufficient to form a belief about
5 the truth of the allegation in this paragraph, and therefore deny.

6 40. Admit.

7 41. Admit.

8 42. Admit.

9 43. Deny.

10 44. Defendants lack sufficient knowledge or information sufficient to form a belief about
11 the truth of the allegation in this paragraph, and therefore deny.

12 45. Defendants lack sufficient knowledge or information sufficient to form a belief about
13 the truth of the allegation in this paragraph, and therefore deny.

14 46. Defendants lack sufficient knowledge or information sufficient to form a belief about
15 the truth of the allegation in this paragraph, and therefore deny.

16 47. Defendants lack sufficient knowledge or information sufficient to form a belief about
17 the truth of the allegation in this paragraph, and therefore deny.

18 48. This paragraph contains only legal conclusions and does not contain any factual
19 allegations alleged toward Defendants; therefore, a response is not necessary. To the
20 extent a response is necessary, deny.

21 **IV. STATEMENT OF CLAIM**

22 49. Defendants lack sufficient knowledge or information sufficient to form a belief about
23 the truth of the allegation in this paragraph, and therefore deny.

24 50. Defendants lack sufficient knowledge or information sufficient to form a belief about
25 the truth of the allegation in this paragraph, and therefore deny.

26 51. Defendants lack sufficient knowledge or information sufficient to form a belief about

1 the truth of the allegation in this paragraph, and therefore deny.

2 52. Defendants lack sufficient knowledge or information sufficient to form a belief about
3 the truth of the allegation in this paragraph, and therefore deny.

4 53. Defendants lack sufficient knowledge or information sufficient to form a belief about
5 the truth of the allegation in this paragraph, and therefore deny.

6 54. Defendants lack sufficient knowledge or information sufficient to form a belief about
7 the truth of the allegation in this paragraph, and therefore deny.

8 55. Defendants lack sufficient knowledge or information sufficient to form a belief about
9 the truth of the allegation in this paragraph, and therefore deny.

10 56. This paragraph contains only legal conclusions and does not contain any factual
11 allegations alleged toward Defendants; therefore, a response is not necessary. To the
12 extent a response is necessary, deny.

13 **General Facts**

14 57. Deny that Real Innovation, Inc. initiated any telephone calls to Plaintiff. Defendants
15 lack sufficient knowledge or information sufficient to form a belief about the truth of
16 the remaining allegations in this paragraph, and therefore deny.

17 58. Deny.

18 **Monikers**

19 59. Defendants lack sufficient knowledge or information sufficient to form a belief about
20 the truth of the allegation in this paragraph, and therefore deny.

21 60. Defendants lack sufficient knowledge or information sufficient to form a belief about
22 the truth of the allegation in this paragraph, and therefore deny.

23 61. Defendants lack sufficient knowledge or information sufficient to form a belief about
24 the truth of the allegation in this paragraph, and therefore deny.

25 62. Defendants lack sufficient knowledge or information sufficient to form a belief about
26 the truth of the allegation in this paragraph, and therefore deny.

63. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary. To the extent a response is necessary, deny.

64. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary. To the extent a response is necessary, deny.

65. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

66. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

67. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

68. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

69. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

70. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

71. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

Script A

72. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

73. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

74. Defendants lack sufficient knowledge or information sufficient to form a belief about

the truth of the allegation in this paragraph, and therefore deny.

Script B

75. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

76. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

77. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

78. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

79. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

Script C

80. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

81. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

82. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny

Script D

83. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny

84. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

85. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

Script E

86. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

87. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

88. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

Script F

89. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

90. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

91. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

Script G

92. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

93. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

94. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

95. This paragraph contains only legal conclusions and does not contain any factual allegations alleged toward Defendants; therefore, a response is not necessary. To the extent a response is necessary, deny.

96. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

97. Admit that Real Innovation, Inc. received a similar fraudulent claim of uncontested contact where a serial litigant opted in and requested to be contacted by a marketing firm about certain products and, subsequent to his written and verbal consent, was transferred to Real Innovation, Inc.

Script H

98. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

99. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

100. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

101. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

Script I

102. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

103. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

Script I

104. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

105. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny

Script K

106. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny

107. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

Tying all the monikers to the Telemarketer

108. Deny.

109. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

110. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

111. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

112. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

113. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny

114. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny

115 Deny

116. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny

117. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

118. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny.

119. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegation in this paragraph, and therefore deny

¹³⁰ Defendants lack sufficient knowledge or information sufficient to form a belief.

1 about the truth of the allegation in this paragraph, and therefore deny.

2 121. Defendants lack sufficient knowledge or information sufficient to form a belief
3 about the truth of the allegation in this paragraph, and therefore deny.

4 122. Deny.

5 123. Defendants lack sufficient knowledge or information sufficient to form a belief
6 about the truth of the allegation in this paragraph, and therefore deny.

7 124. Defendants lack sufficient knowledge or information sufficient to form a belief
8 about the truth of the allegation in this paragraph, and therefore deny.

9 125. Defendants lack sufficient knowledge or information sufficient to form a belief
10 about the truth of the allegation in this paragraph, and therefore deny.

11 126. Defendants lack sufficient knowledge or information sufficient to form a belief
12 about the truth of the allegation in this paragraph, and therefore deny.

13 127. Deny.

14 128. Defendants lack sufficient knowledge or information sufficient to form a belief
15 about the truth of the allegation in this paragraph, and therefore deny.

16 129. Defendants lack sufficient knowledge or information sufficient to form a belief
17 about the truth of the allegation in this paragraph, and therefore deny.

18 130. Defendants lack sufficient knowledge or information sufficient to form a belief
19 about the truth of the allegation in this paragraph, and therefore deny.

20 131. Defendants lack sufficient knowledge or information sufficient to form a belief
21 about the truth of the allegation in this paragraph, and therefore deny.

22 132. Defendants lack sufficient knowledge or information sufficient to form a belief
23 about the truth of the allegation in this paragraph, and therefore deny.

24 **The Calls**

25 133. This paragraph contains only legal conclusions and does not contain any factual
26 allegations alleged toward Defendants; therefore, a response is not necessary. To the

1 extent a response is necessary, deny.

2 134. This paragraph contains only legal conclusions and does not contain any factual
3 allegations alleged toward Defendants; therefore, a response is not necessary. To the
4 extent a response is necessary, deny.

5 135. This paragraph contains only legal conclusions and does not contain any factual
6 allegations alleged toward Defendants; therefore, a response is not necessary. To the
7 extent a response is necessary, deny.

8 136. This paragraph contains only legal conclusions and does not contain any factual
9 allegations alleged toward Defendants; therefore, a response is not necessary. To the
10 extent a response is necessary, deny.

11 137. This paragraph contains only legal conclusions and does not contain any factual
12 allegations alleged toward Defendants; therefore, a response is not necessary. To the
13 extent a response is necessary, deny.

14 138. This paragraph contains only legal conclusions and does not contain any factual
15 allegations alleged toward Defendants; therefore, a response is not necessary. To the
16 extent a response is necessary, deny.

17 139. Deny.

18 140. This paragraph contains only legal conclusions and does not contain any factual
19 allegations alleged toward Defendants; therefore, a response is not necessary. To the
20 extent a response is necessary, deny.

21 141. This paragraph contains only legal conclusions and does not contain any factual
22 allegations alleged toward Defendants; therefore, a response is not necessary. To the
23 extent a response is necessary, deny.

24 142. This paragraph contains only legal conclusions and does not contain any factual
25 allegations alleged toward Defendants; therefore, a response is not necessary. To the
26 extent a response is necessary, deny.

1 143. This paragraph contains only legal conclusions and does not contain any factual
2 allegations alleged toward Defendants; therefore, a response is not necessary. To the
3 extent a response is necessary, deny.

4 144. This paragraph contains only legal conclusions and does not contain any factual
5 allegations alleged toward Defendants; therefore, a response is not necessary. To the
6 extent a response is necessary, deny.

7 145. This paragraph contains only legal conclusions and does not contain any factual
8 allegations alleged toward Defendants; therefore, a response is not necessary. To the
9 extent a response is necessary, deny.

10 146. This paragraph contains only legal conclusions and does not contain any factual
11 allegations alleged toward Defendants; therefore, a response is not necessary. To the
12 extent a response is necessary, deny.

13 147. Deny.

14 148. Defendants lack sufficient knowledge or information sufficient to form a belief
15 about the truth of the allegation in this paragraph, and therefore deny.

16 149. Defendants lack sufficient knowledge or information sufficient to form a belief
17 about the truth of the allegation in this paragraph, and therefore deny.

18 150. This paragraph contains only legal conclusions and does not contain any factual
19 allegations alleged toward Defendants; therefore, a response is not necessary. To the
20 extent a response is necessary, deny.

21 151. Defendants lack sufficient knowledge or information sufficient to form a belief
22 about the truth of the allegation in this paragraph, and therefore deny.

23 152. Defendants lack sufficient knowledge or information sufficient to form a belief
24 about the truth of the allegation in this paragraph, and therefore deny.

25 153. Deny.

26 154. Defendants lack sufficient knowledge or information sufficient to form a belief

1 about the truth of the allegation in this paragraph, and therefore deny.

2 155. Defendants lack sufficient knowledge or information sufficient to form a belief
3 about the truth of the allegation in this paragraph, and therefore deny.

4 156. Defendants lack sufficient knowledge or information sufficient to form a belief
5 about the truth of the allegation in this paragraph, and therefore deny.

6 157. Defendants lack sufficient knowledge or information sufficient to form a belief
7 about the truth of the allegation in this paragraph, and therefore deny.

8 158. Defendants lack sufficient knowledge or information sufficient to form a belief
9 about the truth of the allegation in this paragraph, and therefore deny.

10 159. Defendants lack sufficient knowledge or information sufficient to form a belief
11 about the truth of the allegation in this paragraph, and therefore deny.

12 160. Deny the Defendants made any calls to Plaintiff. Defendants lack sufficient
13 knowledge or information sufficient to form a belief about the truth of the remaining
14 allegations in this paragraph, and therefore deny.

15 161. Deny the Defendants initiated any calls to Plaintiff. Defendants lack sufficient
16 knowledge or information sufficient to form a belief about the truth of the remaining
17 allegations in this paragraph, and therefore deny.

18 162. Deny.

19 163. Deny the Defendants initiated any calls to Plaintiff. Defendants lack sufficient
20 knowledge or information sufficient to form a belief about the truth of the remaining
21 allegations in this paragraph, and therefore deny.

22 **RIL is Liable for all the Calls**

23 164. Admit.

24 165. Admit Real Innovation, Inc. licensed insurance agents accept transfers from lead
25 generation contractors.

26 166. Admit.

1 167. Admit Real Innovation, Inc. contracted with Defendant Richardson Marketing
2 Group to provide client leads on or before August 9, 2023.

3 168. Admit Real Innovation, Inc. new Defendant Richardson Marketing Group was
4 transferring clients who opted in to being called to Real Innovation, Inc.'s licensed
5 insurance agents on or before August 9, 2023.

6 169. Deny Defendants initiated any call on August 9, 2023. Defendants lack sufficient
7 knowledge or information sufficient to form a belief about the truth of the remaining
8 allegations in this paragraph, and therefore deny.

9 170. Defendants lack sufficient knowledge or information sufficient to form a belief
10 about the truth of the remaining allegations in this paragraph, and therefore deny.

11 171. Defendants lack sufficient knowledge or information sufficient to form a belief
12 about the truth of the remaining allegations in this paragraph, and therefore deny.

13 172. Defendants lack sufficient knowledge or information sufficient to form a belief
14 about the truth of the remaining allegations in this paragraph, and therefore deny.

15 173. Defendants lack sufficient knowledge or information sufficient to form a belief
16 about the truth of the remaining allegations in this paragraph, and therefore deny.

17 174. Admit Richardson Marketing Group transferred a telephone call to Real
18 Innovation, Inc.'s licensed insurance agent on August 9, 2023.

19 175. Admit.

20 176. Admit.

21 177. Deny.

22 178. Admit.

23 179. Admit Mr. McNeal sold insurance. Deny the remaining allegations in this
24 paragraph.

25 180. Admit Mr. McNeal sold burial insurance. Deny the remaining allegations in this
26 paragraph.

1 181. Deny.

2 182. Admit that Mr. McNeal was accepting transfers from Real Innovation, Inc.'s lead
3 generation contractors. Deny the remaining allegations in this paragraph.

4 183. Defendants lack sufficient knowledge or information sufficient to form a belief
5 about the truth of the remaining allegations in this paragraph, and therefore deny.

6 184. Admit.

7 185. Admit.

8 186. Admit.

9 187. Admit.

10 188. Defendants lack sufficient knowledge or information sufficient to form a belief
11 about the truth of the remaining allegations in this paragraph, and therefore deny.

12 189. Defendants lack sufficient knowledge or information sufficient to form a belief
13 about the truth of the remaining allegations in this paragraph, and therefore deny.

14 190. Defendants lack sufficient knowledge or information sufficient to form a belief
15 about the truth of the remaining allegations in this paragraph, and therefore deny.

16 191. Admit Richardson Marketing Group transferred leads to Real Innovation, Inc. and
17 that Plaintiff emailed Real Innovation, Inc. on August 11, 2023. Deny the remaining
18 allegations in this paragraph.

19 192. Admit Real Innovation, Inc. contracts with Richardson Marketing Group for lead
20 generation. Deny the remaining allegations in this paragraph.

21 193. Deny.

22 194. Defendants lack sufficient knowledge or information sufficient to form a belief
23 about the truth of the allegations in this paragraph, and therefore deny.

24 195. Defendants lack sufficient knowledge or information sufficient to form a belief
25 about the truth of the allegations in this paragraph, and therefore deny.

26 196. Defendants lack sufficient knowledge or information sufficient to form a belief

1 about the truth of the allegations in this paragraph, and therefore deny.

2 197. Defendants lack sufficient knowledge or information sufficient to form a belief
3 about the truth of the allegations in this paragraph, and therefore deny.

4 198. Admit.

5 199. Admit. See answer to ¶186.

6 200. Admit Real Innovation, Inc. accepted a transfer on August 22, 2023. Defendants
7 lack sufficient knowledge or information sufficient to form a belief about the truth of
8 the remaining allegations in this paragraph, and therefore deny.

9 201. Admit Real Innovation, Inc. new Defendant Richardson Marketing Group was
10 transferring clients who opted in to being called to Real Innovation, Inc.'s licensed
11 insurance agents on August 22, 2023.

12 202. Admit Real Innovation, Inc. contracted with Defendant Richardson Marketing
13 Group to provide client leads on or before August 22, 2023.

14 203. Defendants lack sufficient knowledge or information sufficient to form a belief
15 about the truth of the allegations in this paragraph, and therefore deny.

16 204. Admit Real Innovation, Inc. agent Damon Roosh was placed on the call with
17 Plaintiff.

18 205. Deny.

19 206. Deny.

20 207. Admit everything prior to “[zip noise indicates Damon left the call]”. Defendants
21 lack sufficient knowledge or information sufficient to form a belief about the truth of
22 the remaining allegations in this paragraph, and therefore deny.

23 208. Deny.

24 209. Admit.

25 210. Admit Mr. McNeal sold insurance. Deny the remaining allegations in this
26 paragraph.

1 211. Deny.

2 212. Deny.

3 213. Admit.

4 214. Defendants lack sufficient knowledge or information sufficient to form a belief
5 about the truth of the allegations in this paragraph, and therefore deny.

6 215. Admit.

7 216. Admit.

8 217. Admit.

9 218. Admit.

10 219. Deny.

11 220. Deny.

12 221. Admit that Real Innovation, Inc. contracted with Richardson Marketing Group to
13 provide leads to Real Innovation, Inc. in compliance will all State and Federal Laws.
14 Deny the remaining allegations in this paragraph.

15 222. Deny.

16 223. Deny.

17 224. Defendants lack sufficient knowledge or information sufficient to form a belief
18 about the truth of the allegations in this paragraph, and therefore deny.

19 225. Deny that Defendants made any call to Plaintiff on November 21, 2023. Real
20 Innovation, Inc. received a call on November 21, 2023, from a different marketer
21 where Plaintiff had, in October 2023 visited that marketer's website and consented to
22 be contacted for quotes as to certain products.

23 226. Deny.

24 227. Deny.

25 228. Deny.

26 229. Defendants lack sufficient knowledge or information sufficient to form a belief

1 about the truth of the allegations in this paragraph, and therefore deny.

2 230. Defendants lack sufficient knowledge or information sufficient to form a belief
3 about the truth of the allegations in this paragraph, and therefore deny.

4 231. Defendants lack sufficient knowledge or information sufficient to form a belief
5 about the truth of the allegations in this paragraph, and therefore deny.

6 232. Defendants lack sufficient knowledge or information sufficient to form a belief
7 about the truth of the allegations in this paragraph, and therefore deny.

8 233. Defendants lack sufficient knowledge or information sufficient to form a belief
9 about the truth of the allegations in this paragraph, and therefore deny.

10 234. Defendants lack sufficient knowledge or information sufficient to form a belief
11 about the truth of the allegations in this paragraph, and therefore deny.

12 235. Defendants lack sufficient knowledge or information sufficient to form a belief
13 about the truth of the allegations in this paragraph, and therefore deny.

14 236. Defendants lack sufficient knowledge or information sufficient to form a belief
15 about the truth of the allegations in this paragraph, and therefore deny.

16 237. Defendants lack sufficient knowledge or information sufficient to form a belief
17 about the truth of the allegations in this paragraph, and therefore deny.

18 238. Admit Real Innovation, Inc. was transferred a telephone call on November 21,
19 2023.

20 239. Deny.

21 240. Admit.

22 241. Admit Mr. Baca sold insurance. Deny the remaining allegations in this paragraph.

23 242. Deny.

24 243. Admit.

25 244. Admit.

26 245. Deny.

1 246. Deny.
2 247. Deny.
3 248. Admit.
4 249. Admit.
5 250. Admit.
6 251. Admit.
7 252. Deny.
8 253. Admit.
9 254. Admit Ms. Oliver sold insurance. Deny the remaining allegations in this paragraph.
10 255. Deny.
11 256. Deny.
12 257. Deny.
13 258. Admit.
14 259. Admit.
15 260. Admit.
16 261. Admit.
17 262. Admit.
18 263. Defendants can neither admit nor deny the allegations in this paragraph as the
19 website referenced is illegible.
20 264. Defendants can neither admit nor deny the allegations in this paragraph as the
21 website referenced is illegible.
22 265. Defendants can neither admit nor deny the allegations in this paragraph as the
23 website referenced is illegible.
24 266. Admit some of Real Innovation, Inc.'s agents and leadership used to work for
25 Assurance, Inc.
26 267. Admit.

1 268. Admit.

2 269. Admit.

3 270. Admit.

4 271. Deny.

5 272. Admit.

6 273. Admit.

7 274. Defendants lack sufficient knowledge or information sufficient to form a belief
8 about the truth of the allegations in this paragraph, and therefore deny.

9 275. Defendants lack sufficient knowledge or information sufficient to form a belief
10 about the truth of the allegations in this paragraph, and therefore deny.

11 276. Defendants lack sufficient knowledge or information sufficient to form a belief
12 about the truth of the allegations in this paragraph, and therefore deny.

13 277. Defendants lack sufficient knowledge or information sufficient to form a belief
14 about the truth of the allegations in this paragraph, and therefore deny.

15 278. Defendants lack sufficient knowledge or information sufficient to form a belief
16 about the truth of the allegations in this paragraph, and therefore deny.

17 279. Defendants lack sufficient knowledge or information sufficient to form a belief
18 about the truth of the allegations in this paragraph, and therefore deny.

19 280. Defendants lack sufficient knowledge or information sufficient to form a belief
20 about the truth of the allegations in this paragraph, and therefore deny.

21 281. Real Innovation, Inc. has ended its contracts with Richardson Marketing Group.

22 282. Deny.

23 283. Deny.

24 284. Deny.

25 285. Deny.

26 **RMG Is Liable for All the Calls**

1 286. Admit the August 9, 2023, and August 22, 2023, calls referenced in the Amended
2 Complaint were transferred from Richardson Marketing Group to Real Innovation
3 Inc. Deny the remaining allegations in this paragraph.

4 287. Deny.

5 288. This paragraph contains only legal conclusions and does not contain any factual
6 allegations alleged toward Defendants; therefore, a response is not necessary. To the
7 extent a response is necessary, deny.

8 289. This paragraph contains only legal conclusions and does not contain any factual
9 allegations alleged toward Defendants; therefore, a response is not necessary. To the
10 extent a response is necessary, deny.

11 290. This paragraph contains only legal conclusions and does not contain any factual
12 allegations alleged toward Defendants; therefore, a response is not necessary. To the
13 extent a response is necessary, deny.

14 291. Defendants lack sufficient knowledge or information sufficient to form a belief
15 about the truth of the allegations in this paragraph, and therefore deny.

16 292. Defendants lack sufficient knowledge or information sufficient to form a belief
17 about the truth of the allegations in this paragraph, and therefore deny.

18 293. Defendants cannot respond to this allegation as the website address is illegible.

19 294. Defendants lack sufficient knowledge or information sufficient to form a belief
20 about the truth of the allegations in this paragraph, and therefore deny.

21 295. Defendants lack sufficient knowledge or information sufficient to form a belief
22 about the truth of the allegations in this paragraph, and therefore deny.

23 296. Defendants lack sufficient knowledge or information sufficient to form a belief
24 about the truth of the allegations in this paragraph, and therefore deny.

25 297. Defendants lack sufficient knowledge or information sufficient to form a belief
26 about the truth of the allegations in this paragraph, and therefore deny.

1 298. Defendants lack sufficient knowledge or information sufficient to form a belief
2 about the truth of the allegations in this paragraph, and therefore deny.

3 299. This paragraph contains only legal conclusions and does not contain any factual
4 allegations alleged toward Defendants; therefore, a response is not necessary. To the
5 extent a response is necessary, deny.

6 300. This paragraph contains only legal conclusions and does not contain any factual
7 allegations alleged toward Defendants; therefore, a response is not necessary. To the
8 extent a response is necessary, deny.

9 301. This paragraph contains only legal conclusions and does not contain any factual
10 allegations alleged toward Defendants; therefore, a response is not necessary. To the
11 extent a response is necessary, deny.

12 302. Defendants lack sufficient knowledge or information sufficient to form a belief
13 about the truth of the allegations in this paragraph, and therefore deny.

14 303. Defendants lack sufficient knowledge or information sufficient to form a belief
15 about the truth of the allegations in this paragraph, and therefore deny.

16 304. Defendants lack sufficient knowledge or information sufficient to form a belief
17 about the truth of the allegations in this paragraph, and therefore deny.

18 305. Defendants lack sufficient knowledge or information sufficient to form a belief
19 about the truth of the allegations in this paragraph, and therefore deny.

20 306. Defendants lack sufficient knowledge or information sufficient to form a belief
21 about the truth of the allegations in this paragraph, and therefore deny.

22 307. Defendants lack sufficient knowledge or information sufficient to form a belief
23 about the truth of the allegations in this paragraph, and therefore deny.

24 308. Defendants lack sufficient knowledge or information sufficient to form a belief
25 about the truth of the allegations in this paragraph, and therefore deny.

26 309. Defendants lack sufficient knowledge or information sufficient to form a belief

1 about the truth of the allegations in this paragraph, and therefore deny.

2 310. Defendants lack sufficient knowledge or information sufficient to form a belief
3 about the truth of the allegations in this paragraph, and therefore deny.

4 311. Defendants lack sufficient knowledge or information sufficient to form a belief
5 about the truth of the allegations in this paragraph, and therefore deny.

6 312. Defendants lack sufficient knowledge or information sufficient to form a belief
7 about the truth of the allegations in this paragraph, and therefore deny.

8 313. Defendants lack sufficient knowledge or information sufficient to form a belief
9 about the truth of the allegations in this paragraph, and therefore deny.

10 314. Defendants lack sufficient knowledge or information sufficient to form a belief
11 about the truth of the allegations in this paragraph, and therefore deny.

12 315. Defendants cannot response to the allegations in this paragraph as portions of the
13 paragraph are illegible.

14 316. Defendants lack sufficient knowledge or information sufficient to form a belief
15 about the truth of the allegations in this paragraph, and therefore deny.

16 317. Defendants cannot respond to the allegations in this paragraph because the website
17 address is illegible.

18 318. Admit.

19 319. Deny.

20 320. Deny.

21 321. Deny.

22 322. Deny.

23 323. This paragraph does not contain any factual allegations that require a response. To
24 the extent a response is necessary, deny.

25 324. Admit.

26 325. Admit.

1 326. Admit.

2 327. Admit.

3 328. Admit.

4 329. Admit.

5 330. Deny.

6 331. Defendants lack sufficient knowledge or information sufficient to form a belief
7 about the truth of the allegations in this paragraph, and therefore deny.

8 332. The allegations in this paragraph are not directed at Defendants and therefore a
9 response is not necessary. To the extent a response is required, deny.

10 333. Defendants lack sufficient knowledge or information sufficient to form a belief
11 about the truth of the allegations in this paragraph, and therefore deny.

12 334. Defendants lack sufficient knowledge or information sufficient to form a belief
13 about the truth of the allegations in this paragraph, and therefore deny.

14 **Richardson and Reierson are Liable for the Calls**

15 335. Admit.

16 336. Admit.

17 337. Defendants lack sufficient knowledge or information sufficient to form a belief
18 about the truth of the allegations in this paragraph, and therefore deny.

19 338. Admit.

20 339. Real Innovation, Inc. admits Richardson Marketing Group generated leads on its
21 behalf. Deny the remainder of the allegations in this paragraph.

22 340. Real Innovation, Inc. admits Richardson Marketing Group generated leads on its
23 behalf on or before August 8, 2023. Deny the remainder of the allegations in this
24 paragraph.

25 341. Deny.

26 342. Deny.

1 343. Real Innovation, Inc. admits Richardson Marketing Group generated leads on its
2 behalf in 2023. Deny the remainder of the allegations in this paragraph.

3 344. Deny.

4 345. Deny.

5 346. Real Innovation, Inc. admits Richardson Marketing Group generated leads on its
6 behalf in 2023 and transferred leads who had opted in to being contact to Real
7 Innovation, Inc.'s licensed insurance agents. Deny the remainder of the allegations in
8 this paragraph.

9 347. Real Innovation, Inc. admits it contracted with other companies to generate leads.

10 348. Deny.

11 349. Deny.

12 350. Deny.

13 351. Admit Mr. Reierson is the Chief Executive Officer of Real Innovation, Inc.

14 352. Mr. Reierson admits Richardson Marketing Group generated leads on Real
15 Innovation, Inc.'s behalf on or before August 8, 2023. Deny the remainder of the
16 allegations in this paragraph.

17 353. Mr. Reierson admits other companies were contracted with Real Innovation, Inc.
18 to generate leads on Real Innovation, Inc.'s behalf on or before August 8, 2023. Deny
19 the remainder of the allegations in this paragraph.

20 354. Deny.

21 355. Deny.

22 356. Deny. The reference to the website is illegible.

23 357. Defendants lack sufficient knowledge or information sufficient to form a belief
24 about the truth of the allegations in this paragraph, and therefore deny.

25 358. Deny.

26 359. Defendants lack sufficient knowledge or information sufficient to form a belief

1 about the truth of the allegations in this paragraph, and therefore deny.

2 360. Deny.

3 361. Deny.

4 362. Defendants lack sufficient knowledge or information sufficient to form a belief
5 about the truth of the allegations in this paragraph, and therefore deny.

6 363. Defendants lack sufficient knowledge or information sufficient to form a belief
7 about the truth of the allegations in this paragraph, and therefore deny.

8 364. Deny.

9 365. Deny.

10 366. Defendants lack sufficient knowledge or information sufficient to form a belief
11 about the truth of the allegations in this paragraph, and therefore deny.

12 367. Deny.

13 368. Defendants lack sufficient knowledge or information sufficient to form a belief
14 about the truth of the allegations in this paragraph, and therefore deny.

15 369. Deny.

16 370. Defendants lack sufficient knowledge or information sufficient to form a belief
17 about the truth of the allegations in this paragraph, and therefore deny.

18 371. Deny.

19 372. Defendants lack sufficient knowledge or information sufficient to form a belief
20 about the truth of the allegations in this paragraph, and therefore deny.

21 373. Deny.

22 374. Deny.

23 375. Deny.

24 376. Deny.

25 377. Deny.

26 378. Deny.

1 379. Deny.

2 380. Deny.

3 381. Deny.

4 382. Deny.

5 383. Deny.

6 384. Deny.

7 385. Deny.

8 386. Deny.

9 387. Deny.

10 388. Defendants lack sufficient knowledge or information sufficient to form a belief
11 about the truth of the allegations in this paragraph, and therefore deny.

12 389. Deny.

13 390. Mr. Reierson and Real Innovation, Inc. regularly review with the employees and
14 agents of Real Innovation, Inc. the importance of complying with both State and
15 Federal law. Deny the remaining allegations in this paragraph.

16 391. Defendants lack sufficient knowledge or information sufficient to form a belief
17 about the truth of the allegations in this paragraph, and therefore deny.

18 392. Deny.

19 393. Deny.

20 394. Deny.

21 395. Defendants lack sufficient knowledge or information sufficient to form a belief
22 about the truth of the allegations in this paragraph, and therefore deny.

23 396. Defendants lack sufficient knowledge or information sufficient to form a belief
24 about the truth of the allegations in this paragraph, and therefore deny.

25 397. Defendants lack sufficient knowledge or information sufficient to form a belief
26 about the truth of the allegations in this paragraph, and therefore deny.

398. Defendants lack sufficient knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph, and therefore deny.

These calls are Annoying

399. This paragraph does not assert any factual allegations against Defendants therefore a response is not necessary. To the extent a response is required, deny.

400. This paragraph does not assert any factual allegations against Defendants therefore
a response is not necessary. To the extent a response is required, deny.

401. This paragraph does not assert any factual allegations against Defendants therefore
a response is not necessary. To the extent a response is required, deny.

402. Deny that Defendants initiated any alleged phone calls.

V. RELIEF

Federal Claims - TCPA 47 U.S.C. 227 & 47 C.F.R. § 64.1200

Count 1

403. Deny.

Count 2

404. Deny.

Count 3

405. Deny.

406. Deny.

407. Deny.

Count 4

408. Deny.

Count 5

409. Deny.

410. Deny.

411. Deny.

1 412. Deny.

2 **Count 6**

3 413. Deny.

4 414. Deny.

5 **Washington State Claims**

6 **Count 7**

7 **RCW 80.36.390 – Prior to July 23, 2023**

8 415. This paragraph includes only legal conclusions therefore no response is necessary.

9 To the extent a response is required, deny.

10 416. This paragraph includes only legal conclusions therefore no response is necessary.

11 To the extent a response is required, deny.

12 417. Deny.

13 **Count 8**

14 418. This paragraph includes only legal conclusions therefore no response is necessary.

15 To the extent a response is required, deny.

16 419. This paragraph includes only legal conclusions therefore no response is necessary.

17 To the extent a response is required, deny.

18 420. Deny.

19 **RCW 80.36.390 – On or after July 23, 2023.**

20 **Count 8**

21 421. This paragraph includes only legal conclusions therefore no response is necessary.

22 To the extent a response is required, deny.

23 422. This paragraph includes only legal conclusions therefore no response is necessary.

24 To the extent a response is required, deny.

25 423. Deny.

26 **Count 9**

27

28 ANSWER AND CROSS-CLAIMS - 31

Case No.: 3:24-cv-5194

MAUSETH LEGAL, PLLC
16108 Ash Way, Suite 201
Lynnwood, WA 98087
(425) 242-5111

1 424. This paragraph includes only legal conclusions therefore no response is necessary.

2 To the extent a response is required, deny.

3 425. This paragraph includes only legal conclusions therefore no response is necessary.

4 To the extent a response is required, deny.

5 426. Deny.

6 **Count 10**

7 427. This paragraph includes only legal conclusions therefore no response is necessary.

8 To the extent a response is required, deny.

9 428. This paragraph includes only legal conclusions therefore no response is necessary.

10 To the extent a response is required, deny.

11 429. Defendants lack sufficient knowledge or information sufficient to form a belief
12 about the truth of the allegations in this paragraph, and therefore deny.

13 **Count 11**

14 430. This paragraph includes only legal conclusions therefore no response is necessary.

15 To the extent a response is required, deny.

16 431. This paragraph includes only legal conclusions therefore no response is necessary.

17 To the extent a response is required, deny.

18 432. Deny.

19 **Count 12**

20 433. This paragraph includes only legal conclusions therefore no response is necessary.

21 To the extent a response is required, deny.

22 434. This paragraph includes only legal conclusions therefore no response is necessary.

23 To the extent a response is required, deny.

24 435. Deny.

25 436. Deny.

26 **Count 13**

1 437. This paragraph includes only legal conclusions therefore no response is necessary.

2 To the extent a response is required, deny.

3 438. This paragraph includes only legal conclusions therefore no response is necessary.

4 To the extent a response is required, deny.

5 439. Deny.

6 440. Deny.

7 **RCW 80.36.400**

8 **Count 14**

9 441. This paragraph includes only legal conclusions therefore no response is necessary.

10 To the extent a response is required, deny.

11 442. Deny.

12 443. Deny.

13 444. Deny.

14 445. This paragraph includes only legal conclusions therefore no response is necessary.

15 To the extent a response is required, deny.

16 **Treble Damages**

17 446. Deny.

18 447. Deny.

19 448. Deny.

20 449. Deny.

21 450. Defendants lack sufficient knowledge or information sufficient to form a belief

22 about the truth of the allegations in this paragraph, and therefore deny.

23 451. Deny that Plaintiff is entitled to any relief.

24 **Injunctive Relief**

25 452. This paragraph includes only legal conclusions therefore no response is necessary.

26 To the extent a response is required, deny.

1 453. Deny.

2 454. Deny that Plaintiff is entitled to any relief.

3 **All Possible Statutory Damages**

4 455. Deny that Plaintiff is entitled to any relief.

5

6 **AFFIRMATIVE DEFENSES**

- 7 1. The Complaint fails, in whole or in part, to state a claim upon which relief can be
8 granted.
- 9 2. Plaintiff's claims are barred, in whole or in part, by the fact that he has not
10 sustained a compensable injury by the acts alleged in the Complaint.
- 11 3. The Complaint and each purported claim contained therein are barred to the
12 extent Plaintiff consented to the alleged phone calls.
- 13 4. The claims asserted in the Complaint are barred, in whole or in part, by the
14 doctrines of waiver, estoppel, laches, unclean hands, and ratifications, and/or the
15 applicable statute of limitations.
- 16 5. Plaintiff's damages, if any, have been caused by his own action or inaction.
- 17 6. Plaintiff failed to mitigate his damages.
- 18 7. Interpretations of the Telephone Consumer Protection Act ("TCPA") upon which
19 Plaintiff's Complaint are based are unconstitutionally vague and overbroad and
20 thus violate the Due Process Clause of the Fifth Amendment to the United States
21 Constitution, and the Due Process provisions of the Fourteenth Amendment to
22 the United States Constitution.
- 23 8. The statutory damages provision of the TCPA and statutory penalties sought by
24 Plaintiff violate the safeguards guaranteed by the Fifth, Sixth, Eighth, and
25 Fourteenth Amendments of the Constitutions of the United States, in addition to
26 violating the Due Process Clause of the Fifth and Fourteenth Amendments,

1 because they constitute excessive fines and are grossly disproportionate to any
2 actual harm that may be suffered by Plaintiff.

3 9. Any purported damages to Plaintiff, which Defendants deny, are the result of the
4 acts or omissions of persons or entities over which Defendants had neither control
5 nor responsibility.

6 10. The allegations subject to the Complaint and actions therein are attributable to
7 third-parties over whom Defendant had no control or right to control, and recover
8 is therefore barred or limited.

9 11. To the extent Defendants have an agency relationship with the co-defendants,
10 Defendants directed such alleged agents to comply with all laws, including the
11 TCPA, and Defendants cannot be held liable – vicariously or otherwise – for the
12 failed actions of its alleged agents.

13 12. Treble damages are inappropriate as Defendants have not acted willfully or
14 knowingly in violation of the TCPA.

15 13. Defendants are not liable to Plaintiff because Defendants acted reasonably and with
16 due care and implemented reasonable practices and procedures to effectively
17 prevent telephone solicitations in violation of the regulations prescribed under 47
18 U.S.C. § 227 and/or other laws.

19 14. Plaintiff is not entitled to attorney's fees, punitive damages, treble damages,
20 exemplary damages, or compensatory damages for his claims.

21 15. Plaintiff failed to join a necessary party.

22
23 **WHEREFORE**, having answered, Defendants Real Innovation, Inc. and Peter
24 Reierson respectfully request the Court enter an Order dismissing Plaintiff's Complaint
25 with prejudice at Plaintiff's costs and granting such other relief as it deems just and
26 equitable.

1
2 DATED this 27th day of May 2024.
3
4

5 MAUSETH LEGAL, PLLC
6
7

8 */s/ Jensen S. Mauseth*
9 Jensen S. Mauseth WSBA No. 45546
10 Mauseth Legal, PLLC
11 16108 Ash Way, Suite 201
12 Lynnwood, WA 98087
13 Telephone: (425) 242-5111
14 Fax: (425) 242-5114
15 Email: jmauseth@mausethlegal.com

16
17 *Attorneys for Real Innovation, Inc.*
18 *and Peter Reierson.*

19
20
21 REAL INNOVATION, INC.'S AND PETER REIERSON'S CROSS CLAIM
22 AGAINST RICHARDSON MARKETING GROUP, LLC AND DERYCK D.
23
24

25 RICHARDSON
26
27

28 Defendant Real Innovation, Inc. ("Real Innovation"), for its cross-claims against
1 Defendants Richardson Marketing Group, LLC and Deryck D. Richardson (collectively
2 "RMG Defendants"), states as follows:

3 JURISDICTION

4 1. For the limited purpose of this cross-claim and without admitting the truth thereof,
5 Real Innovation reiterates and incorporates herein by reference the allegations in Plaintiff
6 Nathon Barton's ("Plaintiff") Amended Complaint, as if fully stated herein. Real
7 Innovation also incorporates by reference its Answer to Plaintiff's Amended Complaint.

8 2. This Court has jurisdiction to issue a declaratory judgment determining the rights

1 and obligations as between co-Defendants Real Innovation and RMG Defendants
 2 concerning RMG Defendants' obligation to indemnify Real Innovation against Plaintiff's
 3 claims.

4 **FACTUAL ALLEGATIONS**

5 3. On or around July 24, 2023, Defendant Richardson Marketing Group, LLC,
 6 signed Lead Provision Agreement with Real Innovation, Inc.'s chief marketing officer
 7 Chuck Hoskovec. Exhibit 1.

8 4. The Notes section of Exhibit A to the "Lead Provision Agreement" provides, in
 9 part, that "All calls and leads provided by Richardson Marketing Group are TCPA
 10 compliant."

11 5. The "Lead Provision Agreement" also provides that "Each party shall defend,
 12 indemnify, and hold harmless the other party and their respective directors, officers, and
 13 employees from and against any and all losses, claims, damages (compensatory and
 14 punitive), liabilities and expenses, including reasonable costs of investigation and legal
 15 counsel fees and disbursements, which may be imposed upon or incurred by the other
 16 party as a result of any breach by the other party of this Agreement."

17 6. Real Innovation materially performed each of its obligations pursuant to the terms
 18 of the Lead Provision Agreement.

19 **COUNT I - DECLARATORY JUDGMENT - INDEMNIFICATION**

20 7. Real Innovation adopts and incorporates by reference the above paragraphs as if
 21 fully stated herein.

22 8. Real Innovation seeks a judicial determination of RMG Defendants' obligations
 23 under the Lead Provision Agreement to indemnify Real Innovation for all damages, costs,
 24 and reasonable attorneys' fees arising from Plaintiff's Amended Complaint and the
 25 allegations therein.

26 9. Real Innovation and RMG Defendants had a valid contract in which RMG

1 Defendants agreed to “defend, indemnify, and hold harmless [Real Innovation] and [its]
 2 respective directors, officers, and employees from and against any and all losses, claims,
 3 damages (compensatory and punitive), liabilities and expenses, including reasonable costs
 4 of investigation and legal counsel fees and disbursements, which may be imposed upon or
 5 incurred by the other party as the result of any breach by the other party of this
 6 Agreement.”

7 10. Real Innovation and RMG Defendants had a valid contract in which RMG
 8 Defendants also agreed and assured Real Innovation that “All call and leads provided by
 9 Richardson Marketing Group are TCPA compliant.”

10 11. Plaintiff’s claims against Real Innovation and RMG Defendants are for violations
 11 of the TCPA and similar laws and regulations and are premised on allegations RMG
 12 Defendants violation the TCPA and similar laws and regulations.

13 12. RMG Defendants have control and/or authority over its agents, employees, and
 14 contractors.

15 13. On or about February 1, 2024, Real Innovation submitted a demand for
 16 indemnification to RMG Defendants under the Lead Provision Agreement.

17 14. RMG Defendants have not responded to Real Innovation’s demand and have not
 18 agreed to defend, indemnify, and hold harmless Real Innovation on Plaintiff’s claims
 19 against Real Innovation for violations of the TCPA and related laws and regulations.

20 15. Real Innovation is entitled to a declaration that RMG Defendants are required to
 21 indemnify Real Innovation pursuant to the Indemnification clause of the Lead Provision
 22 Agreement for all damages arising from Plaintiff’s claims, including reimbursement of its
 23 reasonable attorney’s fees and costs and any damages that may be entered against it by this
 24 Court.

25 **COUNT II – BREACH OF CONTRACT**

26 16. Real Innovation adopts and incorporates by reference the above paragraphs as if

1 fully stated herein.

2 17. Real Innovation and RMG Defendants had a valid contract in which RMG
3 Defendants agreed to pursue business in accordance with all laws including the TCPA.

4 18. Real Innovation, in turn, compensated RMG Defendants for their performance
5 under the Lead Provision Agreement.

6 19. In exchange for compensation, RMG Defendants made several promises, including
7 that they would “defend, indemnify, and hold harmless [Real Innovation] and [its]
8 respective directors, officers, and employees from and against any and all losses, claims,
9 damages (compensatory and punitive), liabilities and expenses, including reasonable costs
10 of investigation and legal counsel fees and disbursements, which may be imposed upon or
11 incurred by the other party as the result of any breach by the other party of this
12 Agreement.”

13 20. RMG Defendants also promised that “All call and leads provided by Richardson
14 Marketing Group are TCPA compliant.”

15 21. The claims against Real Innovation are claims that fall within the parameters of the
16 Indemnification clause.

17 22. On or about February 1, 2024, Real Innovation submitted a demand for
18 indemnification to RMG Defendants under the Lead Provision Agreement.

19 23. RMG Defendants have not responded to Real Innovation’s demand and have not
20 agreed to defend, indemnify, and hold harmless Real Innovation on Plaintiff’s claims
21 against Real Innovation for violations of the TCPA and related laws and regulations.

22 24. RMG Defendants breached the Lead Provision Agreement by allegedly failing to
23 comply with all laws, including the Telephone Consumer Protection Act, and other related
24 laws and regulations.

25 25. RMG Defendants’ refusal to abide by the terms of the Lead Provision Agreement
26 constitutes a breach of such agreement.

1 26. Real Innovation is entitled to damages as against RMG Defendants on their breach
2 of the Lead Provision Agreement, including compensatory damages and attorney's fees and
3 costs of defending against Plaintiff's claims.

4 WHEREFORE, Defendant/Cross-Plaintiff, Real Innovation, Inc. respectfully demands
5 the following relief:

6 1. Full indemnity from RMG Defendants;
7 2. All damages, costs, and reasonable attorneys' fees arising from RMG
8 Defendants' breach of the Lead Provision Agreement; and
9 3. Any and all other relief to which it may be entitled.

10
11 DATED this 27th day of May 2024.

12
13 MAUSETH LEGAL, PLLC

14
15 /s/ Jensen S. Mauseth
16 Jensen S. Mauseth WSBA No. 45546
17 Mauseth Legal, PLLC
18 16108 Ash Way, Suite 201
19 Lynnwood, WA 98087
20 Telephone: (425) 242-5111
21 Fax: (425) 242-5114
22 Email: jmauseth@mausethlegal.com

23
24 *Attorneys for Real Innovation, Inc.
25 and Peter Reierson.*

CERTIFICATE OF SERVICE

I hereby certify under the penalty of perjury under the laws of the State of Washington that on the date given below, I caused to be served a true and correct copy of the foregoing ANSWER AND CROSS-CLAIM to the following person(s) in the manner indicated below at the following address(es):

Electronic Service Electronic Mail U.S. Mail Hand Delivery

Nathen Barton
4618 NW 11th CIR
Camas, WA 98607

DATED this 27th day of May 2024, at Lynnwood, Washington.

J. Mauseth
Jensen S. Mauseth

EXHIBIT 1

LEAD PROVISION AGREEMENT

This Lead Provision Agreement (“Agreement”) is made effective this (07 / 24 / 2023) by and between Richardson Marketing Group, LLC, (“RMG”), and Chuck Hoskovec (“Buyer”). Buyer offers products and services. RMG desires to refer certain prospective customers or leads to Buyer (the “Leads”), and Buyer desires to receive such Lead Information from RMG. In consideration of the mutual covenants and conditions herein, the parties hereby agree as follows:

RMG agrees to provide Leads to Buyer and Buyer agrees to receive Leads from RMG. Buyer will pay a fee for each Lead provided to Buyer by RMG as set forth in Exhibit A.

Use of Leads. Buyer agrees that Buyer shall only use the Leads or contact individuals identified in the Leads in compliance with all applicable laws and regulations. Buyer further agrees that Buyer shall not (1) send anything violent, threatening, pornographic, racist, hateful, or otherwise objectionable, (2) infringe on anyone’s intellectual property rights, defame anyone, impersonate anyone, or otherwise violate the rights of a third party, (3) hack, crack, phish, SQL inject, or otherwise compromise the security or integrity of anyone, or (4) take any acts or omit to take any acts that would cause harm to RMG or any individuals identified in the Leads. Buyer will disclose Lead Info only to its employees, officers, agents and any third parties (i) who have a need to know such Lead information for the purpose of responding to the Leads request; (ii) who are informed and educated on all legal restrictions on the use of the Leads; (iii) comply with all state and federal laws, and any other applicable laws or regulations.

Compliance. Buyer is responsible for ensuring compliance with all state and federal laws and regulations regarding its purchase and use of the Leads. Buyer will maintain records of and provide contact information for all individuals who request no further solicitation or contact for purposes of soliciting the products offered, in accordance with all state and federal laws and regulations (the “Opt Out List”). Buyer will provide RMG with the Opt Out List to ensure RMG knows when individuals identified in the Leads request no further solicitations. Buyer further agrees to cooperate with RMG, and provide any information requested by RMG for compliance or security purposes upon RMG’s request. Buyer represents and warrants is it not (1) in violation of any embargoes, export controls, or other laws of the United States or other countries having jurisdiction over this Agreement, RMG, or Buyer, (2) the person or entity executing this Agreement has the authority to bind Buyer, (3) Buyer will provide RMG with personal information, payment information, and other information RMG deems necessary to provide you with the Leads.

Indemnification. Each party shall defend, indemnify, and hold harmless the other party and their respective directors, officers, and employees from and against any and all losses, claims, damages (compensatory and punitive), liabilities and expenses, including reasonable costs of investigation and legal counsel fees and disbursements, which may be imposed upon or incurred by the other party as the result of any breach by the other party of this Agreement.

Limitation of Liability and Warranties.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PARTIES MAKE NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. RMG SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCURRED BY THE OTHER PARTY ARISING IN ANY WAY OUT OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE

FOREGOING LIMITATION SHALL APPLY NOTWITHSTANDING ANYTHING ELSEWHERE IN THIS AGREEMENT.

Term. This Agreement shall begin on the Effective Date and continue until either party gives written notice of its intent to terminate this Agreement. In the event either party terminates the Agreement, Buyer shall still owe and be responsible for all payments or charges, and the RMG shall be entitled to draw from the Account, or Buyer's bank account or credit card, to receive any payments for and Leads or any amounts owed to RMG by Buyer under this Agreement, including disputed or chargebacked funds. No cash refunds will be given, service will be honored with pre-paid funds.

Miscellaneous. This Agreement represents the entire agreement of the parties and may be amended only by a writing signed by each of them. It supersedes any agreements, written or oral, by and between the parties. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or stopples with respect to, any subsequent or other failure. Buyer may not assign this Agreement without the prior written consent of RMG. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio, without giving effect to the conflict-of-laws principles thereof. In no event shall either party be liable for any delay or failure on its part to perform under this Agreement, except for the failure to pay any money due to the other party, that is due to causes beyond the reasonable control of such party, including acts of God, war, explosion, fire, flood, or civil disturbance. The prevailing party in any dispute arising under or regarding this Agreement shall be entitled to an award of their attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Buyer:

Richardson Marketing Group, LLC

By _____ 

By _____ 

Name Chuck Hoskovec

Name Deryck Richardson

Title CMO

Title President/CEO

Date 07 / 24 / 2023

Date 07 / 24 / 2023

Exhibit A

Richardson Marketing Group will replace up to 50% of purchased leads for those that are invalid. Captive Agents: Please email a screenshot of the leads that were kicked out of your CRM system. We will replace up to 50% of those kick outs. Independent agents, or agents who do not use a CRM. Please provide a disposition report after calling through your delivery schedule. Disconnects and wrong numbers will be replaced up to 50%. All replacement requests must be sent to rmgleaddelivery@gmail.com and received within 30 days of the delivery schedule.

Initial lead order will be fulfilled in 48-72 business hours from the date the order was placed. For accounts with multiple deliveries, delivery dates are the 1st and 15th of each month.

Subscription Accounts are billed on the 1st and 15th. Unless specified as a Subscription, all orders are one time payments and will require authorization before the credit card is charged. Pauses longer than 30 days will render the Subscription invalid and delivery schedule will start over. To cancel, please email rmgleaddelivery@gmail.com at least 2 weeks prior to next billing date.

Subscription accounts work as follows:

\$250/month: Month 1, 300 leads. Month 2, 400 leads. Month 3, 500 leads. Month 4, 600 leads. Month 5, 700 leads. Month 6, 800 leads. Month 7, 900 leads. Month 8 and beyond, 1000 leads.

\$500/month: Month 1, 1000 leads. Month 2, 1500 lead. Month 3 and beyond, 2000 lead.

Agent Name: Chuck Hoskovec	Amount of Leads: 100
Email Address: chuck.h@realinnovation.com, pr@realinnovation.com	Lead Type: Life
Territory: All but 8 states	Delivery Schedule: asap
Initial Amount: \$3500	Subscription Amount: \$3500
Notes: All calls and leads provided by Richardson Marketing Group are TCPA compliant. If any question or dispute should arise, please contact Richardson Marketing Group and all proof will be provided within 24 hours protecting all parties. 2 minute buffer included. Static Pricing.	
Sales Agent: David Cafeo	

Thank you

Subscription accounts only:

initials PR

Credit Card Holder:

Credit Card Number:

Peter Reierson

[REDACTED]

Exp Date:

Security Code:

Billing Address:

[REDACTED]

City, State:

Zip:

[REDACTED]

I authorize RMG to charge the above credit card, monthly, in compliance with this Agreement and Exhibit A.